

BHARAT SANCHAR NIGAM LIMITED
(A Govt. of India Enterprise)

O/o D.E., OFC (M) ETR, TELEPHONE BHAWAN
Koraput, 764020

BID DOCUMENT

No:-DE OFC/KPT/M-3(HIRED VEHICLE)/TENDER/2009-10/1
Date: 18.10.2009

Ref: - ETR/DGM-BN/ V-5 (Hiring Vehicle)/2009-10/60 d.7.10.09

**TENDER FOR HIRING OF LIGHT COMMERCIAL VEHICLE WITH VALID
PERMIT FOR COMMERCIAL USE IN OFC (M) DIVISION, KORAPUT**

Price Rs 520/- only
(Including 4% OST)

Issued to-----

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SECTION -1

BHARAT SANCHAR NIGAM LIMITED (A Govt. of India Enterprise) NOTICE INVITING TENDER

Sealed tenders are invited up to 15.00 hrs. of 12.12.2009 for hiring a multi-utility commercial vehicle (without A.C.) such as Marshal/sumo/Bolero which are not older than 4 years from prospective contractors/Suppliers preferably holding a valid Certificate issued by the Competent Authority of a PSU/Central/State Govt./bonafide Organization for satisfactory performance of similar contract on hiring of vehicle having not less than one vehicle.

Schedule to the invitation of tender:

1. Tender No. : BSNL/ETR/DE-OFC-KPT/2009-10/1, Dt.18.10.2009
- 2:- Time & Date of sale of bid documents 10.00 hrs of 27.11.09
2. Time and last date of issue of bid document. : 15.00hr of 11.12.09
3. Time and last date of depositing tender bid. : 15.00 hr of 12.12.09
4. Time and date of Opening of Tender : 16.00 hr of 12.12.09
5. Minimum Validity of Tender Offer : 150 days from the date of opening
6. Services to be provided : Hiring of Multi Utility vehicle. (Marshal-RD, Bolero, Sumo)
(Preferably 9-sitter not older than 2005)
7. Duration of Contract: One year from the date (subjected to Variation) of award of contract with an option of extension for a further Period of one year on the same terms & conditions of contract.

Intending eligible bidder may obtain bid Document from O/O D.E., OFC (M) ETR, Telephone Bhawan, Koraput on payment of Rs.520.00 (Rupees Five Hundred twenty) only in cash or in form of Bank D.D. (non-Refundable) including OST @ 4% on all working days up to 15.00 hrs. of 11.12.2009 or may download from departmental website: www.orissa.bsnl.co.in
Down loaded bid forms may be used for bidding but has to attach a D.D. of Rs520/- in technical bid packet towards the cost of tender paper

Bidder shall have to deposit Rs.5000.00 (Rupees Five thousands) only as earnest money deposit for bid security along with the bid amount in the form of Bank Guarantee/Demand Draft.

All DDs be drawn on any scheduled Bank in favour of Sr. A/O,BSNL, O/O DGM(M), ETR Bhubaneswar., payable at Bhubaneswar.

***D.E., OFC (M) ETR,
Telephone Bhawan,
KORAPUT.***

SECTION-II

INSTRUCTIONS TO BIDDERS

SERVICE TO BE PROVIDED

1:-Service to be provided are given in Section VI

2:- Eligible Bidders

- (a) The Bidder holding a valid certificate by the competent authority of a PSU/Central/State Govt organization for satisfactory performance of contract on hiring vehicle for at least one Year.
- (b) The bidder should own or on lease sufficient number of vehicles (minimum two) of model not older than four Years from the year of issuing of NIT and which are registered as commercial vehicles in their Names or Firm's name for use as commercial vehicles. The proof of ownership or lease holding should be Produced as and when called for. (Mandatory)
- (c) The bidder shall also submit full details of the vehicles that can be assigned in their favour and shall give a clear declaration that the firm will be able to supply commercial Vehicles of model not older than 2004 year. The vehicle must be in tiptop condition in all respect up to the satisfaction of the TOEC members. (Mandatory)
- (d) The bidder should have experience of minimum period of one year for similar type of contract of supplying commercial vehicles to any Govt. organization, public sector undertaking or any other bonafide organizations. A valid certificate may be attached that will add to bidder's privilege.

3:- Cost of Bidding

The bidder shall bear all costs associated with the preparation and submission of the bid.

BSNL in no case be responsible for these costs regardless of the conduct or outcome of the tender.

4 Bid Document

- 4.1 Bid document includes
 - a. Notice inviting Tender
 - b. Instructions to bidders
 - c. General condition (Commercial) of the contract
 - d. Special conditions of contract if any
 - e. Schedule of requirement and Hire Charges
 - f. Services to be provided
 - g. Bid form and price schedule
 - h. Bid security form
 - i. Performance Security Bond form (Bank guarantee form instead of EMD).
 - j. Letter of authorization to attend bid opening.
 - k. Certificate on Non-Participation of near relatives in there tender
- 4.2 The bidder is requested to examine all instructions, forms, terms and specification in the Bid documents. Failure to furnish all the information required as per Bid Documents or submission of the bids not substantially responsive to the Bid Documents in every respect will be at the bidder's risk and may result in rejection of the Bid.
- 4.3 A prospective bidder requiring any clarification on the Bid document shall notify the purchaser in writing. The purchaser shall respond in writing to any request for the clarification of bid document which it receives not later than 1 day prior to the date of opening of Tender.

5. Documents required to be submitted for establishing Bidders Eligibility and Qualifications.
- i. Partnership Deed or proprietorship deed or articles/Memorandum of Association as the case may be with latest Annual Account in Form-C6. (Mandatory for partnership)
 - ii. Latest income Tax clearance certificate (ITCC).
 - iii. Service Tax Registration Number.
 - iv. Valid and authenticated certificate from any of the PSU/Central/State Govt. / bonafide organization for satisfactory performance of the contract on hiring vehicles.
 - v. PAN Number (Permanent Account Number) of the bidder. It is **Mandatory**.

6. **Amendment to bid document**

- i. At any time, prior to the date of submission of bid, BSNL may, for any reason whether at its own initiative or in response to a clarification required by a prospective bidder, modify the bid documents by amendments.
- ii. The amendments shall be notified in writing to all prospective bidders and these amendments will be binding on them

7. **Documents comprising the bid**

The bid prepared by the bidder shall comprise the following components.

- a. Documentary evidence established in accordance with clause (2) that the bidder is eligible to bid and is qualified to perform the contract if his bid is accepted.
- b. Bid security furnished in accordance with clause 11.
- c. A clause by clause compliance as per clause 10.
- d. Bid form and price schedule completed in accordance with clause 8 and 9.

8. **Bid Forms.**

The bidder shall complete the Financial Bid form as per Section-VII along with appropriate price schedule as per requirement furnished in Section-V of the bid document and **Technical Bid Form as per Section-VII-A.**

9. **Bid Price.**

- a. The supplier shall quote price as per schedule given in section V for all types of vehicles given in the schedule of requirement. The composite price should include all the type of Taxes, including service Tax etc, as applicable from time to time. However, the basic unit price needs to be individually indicated against the supply under the contract.
- b. The price quoted by the bidder shall remain fixed during entire period of contract & shall not be subject to variation on any account A BID submitted with an adjustable price quotation will be treated as non-responsive and rejected.
- c. "Discount" or extra charges if any mentioned by the bidders shall not be considered

unless these are specifically indicated in the price schedule.

10. **Clause by clause compliance.**

A clause by clause compliance of service to be provided (Section VI), and special Condition (Section IV) shall be given. In case of deviation a statement of deviation shall be given.

11 **Bid Security (E.M.D.)**

11.1 Pursuant to clause 7, the bidder must deposit Rs. 5000/--(Rupees Five thousands) as Bid Security. The Bid Security shall be in the form of Account payee crossed demand draft from any nationalized bank drawn in favour of The Sr Account Officer, 0/o DGM Mtce, ETR Bhubaneswar-12 payable at Bhubaneswar may be submitted in separate cover. The Bid Security shall be in the form of Bank Guarantee a DD it will be adjusted to the performance security

11.2 The successful bidder's bank guarantee will be discharged upon the bidder's acceptance of the award of contract satisfactorily in accordance with clause 15 and furnishing the Performance security. The security amount may be adjusted to performance security.

11.3 **The Bid Security may be forfeited:**

- a. If bidder withdraws his bid during the period of bid validity specified by the bidder in the bid form.
- b. If the successful bidder fails.
 - i. To sign contract in accordance with clause 18.
 - ii. To furnish performance security in accordance with clause 2 of Section III
 - iii. A bid not secured in accordance with Para 11.1 shall be rejected by the BSNL as non-responsive at the bid opening state and returned to the bidder unopened.
 - iv. The bid security of unsuccessful bidder will be discharged/ returned as early as possible but not later than 30 days after the expiry of the period of bid validity.

12 **Format and signing of bid.**

The bidder shall prepare one complete set of originals of Technical bid and financial bid placed in separate covers clearly marking them as "original" and two copies of the same placed in separate covers clearly marking them as "copy". In the event of any discrepancy, the original shall govern.

- 12.1 The original and copies of the bid shall be typed or printed and all pages numbered consecutively and shall be signed by the bidder or a person duly authorized to bind the bidder the contract.
- 12.2 The over writing/erasures in the bid made by the bidder shall be signed by the person signing the bid.
- 12.3 The letter of authorization shall be indicated by written power-of-attorney accompanying the bid. All pages of the original bid, except for un-amended printed literatures, shall be signed by the person or persons signing the bid. The bids submitted shall be scaled properly.
- 12.4 (i) The power of attorney should be submitted and executed on the non-judicial stamps paper of appropriate value as prevailing in the respective states(s) and the same be attested by a Notary public or registered before Sub-Registrar of the states(s) concerned,
(ii) The power of Attorney be executed by a person who has been authorized by the Board of Directors of the bidder in this regard, on behalf of the Company/institution, Body corporate.
(iii) In case of the bidder being a firm the said power of attorney should be executed by

all the partner(s) in favor of the said Attorney.

13. **Submission of Bid.**

The bids should be submitted in two covers. The first cover super scribed as **Technical Bid** “shall contain document establishing bidder’s eligibility as per clause 2&5 of Section-II and a certificate on relatives working in BSNL as per clause 8 of Section-IV. The second cover super scribed as “**Financial Bid** “shall contain the Bank Guarantee for Bid Security as per Clause 11 and the rates quoted by the contractor for each item shown in the Schedule of Requirement as per Section-V. The original copy of the Technical and Financial Bid duly marked ‘ORIGINAL’ and & the two copies of the original marked as COPY”. Both the covers of “**Technical Bid**” and “**Financial Bid**” should be sealed separately by the personal seal of the bidder.

- i. The bids should be submitted duly sealed and addressed to DE.OFC(M) ETR, Koraput and delivered in person on or before 15.00 hrs of due date.
- ii. Any bid received after the dead line for submission of bids shall be rejected and returned to the bidder.
- iii If the bidder downloads and uses the bid documents from website and uses the forms for bidding, he has to attach a bank DD of Rs520/- towards the cost of tender paper other wise the technical bid will be rejected.

14. **Bid opening**

BSNL shall open the Technical bid cover containing documents detailed as per Clause (13) in the presence of bidders or their authorized representative who wish to be present at the time opening of bids on due date. Authorization letter to this effect shall be submitted by the bidder before they are allowed to participate in bid opening (Format is given in section XI). After scrutiny of the Technical Bid for its satisfactory specification the BSNL will shortlist those who are eligible and the date of opening of Financial bid will be intimated later on. The financial bid will be opened only in those cases who fulfill the eligibility conditions and furnish all documents as given in Technical Bid.

15. **Evaluation**

- 15.1 BSNL shall evaluate the bids to determining whether they are complete, whether any computational errors have been made whether documents have been properly signed and whether bids are generally in order.
- 15.2 If there is discrepancy between words and figures the amount in word shall prevail. Prior to detailed evaluation BSNL will determine the substantial responsiveness of each bid to the bid document. A substantially responsive bid is one, which conforms to all the terms and conditions of bid documents without material deviation. A bid determined as substantially no responsive will be rejected by BSNL.
- 15.3 BSNL shall evaluate in detail and compare the substantially responsive bids and comparison of bids shall be on the price of the services offered inclusive of all levies and charges as indicated in the price schedule in section V of the bid document.
- 15.4 The eligible bidders will be asked for supplying their vehicle for inspection by TOEC members who may carry out the test run. The TOEC members should certify the condition of the vehicle before finalizing the award.

15.5 BSNL authority may negotiate with the eligible bidders for any terms of contract, rate etc for the best suiting to its requirements.

16. **Award of Contract**

BSNL shall consider placement of letter of intent to those bidders whose offers have been found technically, commercially and financially acceptable. The bidder shall with two weeks of issue of letter of indent, give his acceptance along with performance security in conformity wit section IX with the bid document.

17. **Right to vary quantities**

BSNL reserves the right at the time of award of contract to increase or decrease up to 25% of the required quantity of services specified in the schedule of requirements without any changes in hiring charges of the offered quantity and other terms and conditions.

18. **Signing of Contract**

18.1 Signing of agreement shall constitute the award of hiring contract by the bidder.

18.2 Upon the successful bidder furnishing the Performance Security the BSNL shall discharge its bid security in pursuant to clause11.

19. **Annulment of Award**

Failure of the successful bidder to comply with the requirement of clause 18 shall constitute sufficient ground for the annulment of the award and forfeiture of the bid security in which even BSNL may make the award to any other bidder at the discretion of BSNL or call for new bids.

20. **Period of validity of bids**

The bid shall remain valid of 150 days after the date of opening of bids. A bid for a shorter period shall be rejected by BSNL as non-responsive.

i) A bidder accepting the request of BSNL for an extension to the period of bid Validity, in exceptional circumstances, will not be permitted to modify his bid.

21. The decision of BSNL authorities is final & binding on all respects:

- i. finalization of bid
- ii. Award of contract
- iii. Negotiation with eligible bidders.

SECTION-III
GENERAL (COMMERCIAL) CONDITIONS OF CONTRACT

1. **Application**

Submission of bid against the offer shall bind the bidder for the acceptance of all the condition specified herein or in NIT unless otherwise agreed by BSNL:

2. **Performance Security**

2.1 The successful bidder shall be required to deposit an amount equal to 10% of the tendered value subject to maximum limit of Rs. 5 lakhs within 2 Weeks of conveying BSNL's intention for accepting the bid as performance Security.

2.2 Performance Security shall be submitted in the form of Bank Guarantee issued by a scheduled Bank in the Performa provided in section IX of the bid document or D.D. drawn in favour of **Sr. Accounts Officer, BSNL, O/O DGM (m), ETR, BSNL; Bhubaneswar-12 payable at Bhubaneswar.**

2.3 Performance Security will be discharged after completion of contractor's performance obligations under the contract.

2.4 If the contractor fails or neglects any of his obligations under the contract it shall be lawful for BSNL to forfeit either whole or any part of performance security furnished by the bidder as compensation for any loss resulting from such failure.

3. **EXECUTION TIME LIMIT**

3.1 The time period as stipulated in the contract or letter of intent shall be deemed to be essence of the contract.

4. **PAYMENT TERMS**

Monthly bills shall be submitted in triplicate to the authority specified in contract along with completed duty slips duly signed by the user. The copy of the service Tax paid Challan for the previous month /quarter as the case may be should be produced along with the bills for payment. The PAN & TIN should be printed on the bill. Generally it takes 2 to 3 months for receiving the payment.

4(a) **PRICES/RATES:**

- i. Rates charged by the contractor for the services given under the contract shall not be higher than the rates quoted by the contractor in his bid.
- ii In case of any reduction of taxes and statutory levies (if any) during the contractual period , BSNL shall take the benefit of decrease in such taxes, duties for the service for the services To be availed for the date of enactment of revised duties/taxes
- iii. In case of increase in taxes/duties during the contractual period. BSNL shall be liable to revise the rates as per new taxes/duties for the services to be availed for the remaining period of the contract.

5. **Termination of Contract**

5.1 BSNL may without prejudice to any other remedy for breach of contract may terminate the contract in whole or in parts.

- a. If the contractor fails to arrange the supply of any or all of the vehicles within the

- period(s) specified in the contract or any extension there of granted by BSNL.
- b. If the contactor fails to perform any other obligation(s) under the general & Special Conditions of contract.

5.2 BSNL may without prejudice to other rights under law or the contract provided get the hiring of vehicles done at the risk and cost of the contractor, in above circumstances.

6. Termination for insolvency

BSNL may also by giving written notice and without compensation to the contractor terminate the contract if the contractor becomes unwilling, bankrupt or otherwise insolvent without affecting its right of action or remedy as hirer.

7. Force majeure

If any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reason of any war, or hostility, acts of the public enemy, civil commotion, sabotage, fires floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of God (Hereinafter referred to as events) provided notice of happenings of any such eventuality is given by either party to other within in 21 days from the date of occurrence thereof, neither party shall by reason of such events be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such on performance or delay in performance under the contract shall be resumed as soon as practicable after such an event for a period exceeding 60 days either party may, at his option terminate the contract.

8. Arbitration

8.1 In the event of any question, dispute or difference arising under the agreement or in connection there with (except as to the matters, the decision to which is specifically provided under this agreement), the same shall be referred to sole arbitration of DGM (M), BBSR of Bharat Sanchar Nigam Limited (BSNL) of the respective Circles/District or any other person appointed by him. In case his designation is changed or his office is abolished then in such case to the sole arbitration of the officer for the time being entrusted whether in addition to the function of the DGM (M), BBSR or by whatever designation such officers may be called (hereinafter referred to as the said officer). In the event of such Arbitrator to whom the matter is originally referred to vacates his office on resignation or other wise or refuses to do work or neglecting his work or being unable to act as Arbitrator for any reasons whatsoever the *DGM ETR BBSR of BSNL shall appointing another person to act as Arbitrator in the place of outgoing Arbitrator shall be final and binding on both the parties. Contractor will have no objection in any such appointment that with the matter to which the agreement relates or that in the course of his duties as a BSNL employee he has expressed his views on all or any of the matters in dispute. The adjudication of such Arbitrator shall be governed by the provision of the Arbitrator and Conciliation Act1996, or any statutory modification or re-enactment three of or any rules made thereof.

8.2 The venue of Arbitration proceeding shall be Office of *DGM (M), ETR, of BSNL, Bhubaneswar or such other place as the arbitrator may decide.

8.3 The arbitrator may from time to time with the consent of both the parties enlarge the time frame for making and publishing the award. Subject to aforesaid arbitration and conciliation Act, 1996 and the rules made there under, any modification thereof for the time being in force shall be deemed apply to the arbitration proceeding under this clause.

9. Set Off

Any sum of money due and payable to the contractor (including security deposit refundable to him) under this contract may be appropriated by BSNL and set off the name against any claim of BSNL for payment of a sum of money arising out of this contract or under any other contract made by contractor with BSNL.

SECTION –IV **SPECIAL CONDITIONS OF CONTRACT**

1. The special conditions of contract shall supplement the instruction to the Bidders as contained in section II and general (commercial) conditions of the contract as contained in section III and wherever there is a conflict, the provisions herein shall prevail over those in section II and section III.
2. In case the date fixed for opening of bids is subsequently declared as holiday by the Government of India, the revised schedule will be notified. However, in absence of such notification, the bids will be opened on next working day, time and venue remaining unaltered.
3. BSNL reserves the right to disqualify such bidders who have a record of not meeting contractual obligations against earlier contract entered into with BSNL.
- 4 BSNL reserves the right to blacklist a bidder for a suitable period in case he fails to honor his bid without sufficient ground.
5. The liability under relevant sections of Motor Vehicle Act 1968 and IPC causing death or permanent liability developed on the vehicle supplies by the contractor, the hiring authority has no responsibility of whatsoever and will not entertain any claim in this regard under the provision of the law.
6. The engagement and employment of drivers and payment of wages to them as per existing provisions of various Labor laws and regulations is the sole responsibility of the contractor and any breach of such laws or regulations shall be deemed to be breach of this contract.
7. No sub-contracting is permissible by BSNL. The near relatives of all BSNL employees {Non-executive employees working in OFC (M) division Koraput (name of unit) & executive employees also called Group-A & Group-B officers working in Orissa Sub regional ETR (name of unit)} either directly recruited or on deputation are prohibited from participation in this tender. The near relatives for this purpose is defined as:
8. The tenderer(s) should give a certificate to the effect that none of his/her such relative is working in the units of BSNL as defined above. In case of proprietorship firm the certificate will be given by the proprietor, for partnership firm certificate will be given by all the partners and in case of Limited company by all Directors of the person the tender/work will be cancelled and earnest money/security deposit will be forfeited any stage whenever it is noticed. The BSNL will not pay any damages to the company or firm or concerned person. The company

or firm or person will also be debarred for further participation in the concerned unit.

9) The contractor shall assign the job of driving of hired vehicle only to qualified experienced licensed drivers and also assume full responsibility for the safety and security of the officers/officials as well as essential store items while running the vehicle by assuring safe driving. The attested copy of driving license of all such drivers should be submitted during the contractual period. The BSNL shall have no direct or indirect liability arising out of such negligent, rash and impetuous driving which is an offence under section 29 of IPC and any loss caused to BSNL have to suitably compensated by contractor.

10 The contractor shall when called upon to do so, place at the disposal of BSNL such number of vehicles as may be required although the number of vehicles so demanded may be more than the number of vehicles he is required to supply for the purpose of execution of the contract at same rate and terms and conditions. The number of such vehicle to be supplied extra will not be more than 25% of original schedule or requirement in the NIT.

11 In no case a vehicle that is not registered for the commercial purpose shall be supplied to BSNL and taxes, insurances. Road tax etc, due on such vehicles shall be liability of the contractor. The attested copy of R/C Book and the Insurance policy of vehicles supplied under this contract should be submitted to the authorized person of the BSNL and will be subject to scrutiny.

12. he contractor shall send the vehicle for periodical servicing at the cost of the contractor, BSNL will not pay any, mileage run for such servicing nor any deduction be made for the duration involved in such servicing. The cost of lubricants, repairs maintenance taxes insurance, etc, will be to the contractor's liability.

13. BSNL reserves right to counter offer price against price quoted by the bidder.

14. The bidder with the lowest evaluated price will be considered for about 80% of tendered quantity and the balance quantity will be ordered on the remaining selected bidders. However BSNL reserves the right for placement of full tendered quantity on the lowest bidder.

15. Regular checking of meter by the designated transport authority may be done by the contractor, and requisite certificate may be shown to BSNL as and when demanded.

16. The contractor should ensure that at the end of duty the duty slips are completed and signed by the users. The duty slips in duplicate copy form to the printed and serial numbered by the contractor as per the format given in Section-XI.

17. The contractor shall provide his employees a uniform which shall be worn by them all the time while on duty.

18. The condition of vehicle of lowest bidder should tiptop in all respect & must satisfy the TOEC member on test run. If not, TOEC has the right to negotiate with the subsequent bidders who offer better conditioned vehicle.

SECTION-V
SCHEDULE OF REQUIREMENTS AND HIRE CHARGES

To,
The DE OFC (M) ETR,
KORAPUT

Sir,

As the tender NO. BSNL/ETR/DEOFC-KPT/HV/1 ,Dt .18.10.09..... for hiring of a light commercial Vehicle the rates for following is offered :

A: Hiring charges per month :-

Types of Vehicle /model	Job Description (Monthly charges)	Unit price	Levies/Taxes if any	Composite price
Jeep (Non-AC, Diesel) Marshal/ Bolero/Sumo/	For 1500 Km			
	For 2000 Km			
	For 2500 Km			
	For 3000 Km			

B. For extra Km Run:BR.....1) For extra kms (Rs/km).....

C. Detention charges beyond duty hour (9.00 to 19.00 hour) if any :Rs.....per hr.

D. Night halt charges: Rs. / halt.....Rs.....per night halt.

Night halt means if the vehicle along with the driver had to stay away from H.Q. without running between 0000hour to 0600 hour.

SECTION-VI
SERVICE TO BE PROVIDED

1. Service Provision of commercial vehicle with licensed drivers registered commercial vehicle on hiring for running under DE OFC (M), ETR, Koraput with HQ at Koraput
2. Period of Contract Under nominal circumstances the contract shall be valid for a period of one year from Contract date of issue of work orders. However contract may be extended for further period up to one year if agreed by the contractor and BSNL on the same rate, term and conditions after ensuring competitiveness of the rates.
3. Quantity Estimated number of vehicle to be hired is 1 however it should be clearly noted that BSNL shall place the order only as per the actual requirement from time to time.
4. Duty hours (a) Ten hours per day fro, 1000 hrs to 2000hrs except Sunday (Weekly off days, telegraph holidays and other closed holidays.) as normal duty hour.
5. Notice period i) For regular requirements 6 hrs in advance, for emergency 1 hr in Advance.
ii) Telephonic information shall be consider as notice
6. Reporting Place Any place within the jurisdiction of DE OFC (M), ETR, KORAPUT.
Actual place of reporting shall be specified by users of vehicles.
7. Counting of distance from garage to garage but chargeable distance in this respect shall not be more than distance 4K.M. in each way.
8. Accuracy of Meters The meter reading should tally the actual distance of run at any instant and authorized officer shall have full power to check up the meter for its correctness and to take Action accordingly.
9. Penlties i) In case of break down vehicles have to be replaced by another vehicle immediately or not more than one hour. In case of no-availability of suitable vehicle a penalty up to 100/- may be imposed in addition to deduction at pro-rate basis for the period. If the number of break down exceeds three times in a month, a penalty of rs. 200/- per break down shall be imposed.
ii) In case of non-availability of vehicles during extra hours penalty of Rs.300/- per day shall be imposed in addition to deduction at pro-rata basis for that day.
iii) In case of non-availability of vehicles during extra hours penalty of Rs. 100/- per occasion shall be imposed.
10. Special Requirements i) Intending bidders must have telephone both land & mobile where requisition vehicle can be conveyed all the 24 hrs. Telephone no must be specified in the bid.
ii) No vehicle should be supplied having registration in the name of employee of BSNL staff or close relative and certificate to this effect be given on the body of bill while submitting claim.
iii) Payment of any Govt. Tax or duty for plying the vehicles in will be liability of contractor.
iv) Parking and toll charges, if any may be claimed by producing valid Parking/Toll slips. Shortage in utilization of contracted KMs, if any during particular month will be suitably adjusted over a period of subsequent three months.
v) Intending bidder should arrange issue of proper identity cards after verifying the antecedents of his drivers through local Govt. offices.

- vii) The vehicle is required at any time throughout the month for any hour on emergency.

SECTION-VII

FINANCIAL BID FORM.

Tender NO _____

Date: _____

From

To

(Name and address of the bidder)

The DE OFC (m) ETR,
Telephone Bhawan,
KORAPUT.

Dear Sir,

1. Having the conditions contract and services to be provide No..... the receipt of which is hereby duly acknowledged, we under signed, offer to provide commercial vehicles in conformity with the conditions of contract and specifications for the sum shown in the schedule of prices attached of herewith and made part of this Bid.
 2. We, undertake to enter into the agreement within one week of being called upon to do so and bear all expresses including charges for stamps etc. and agreement will be binding on us.
 3. If our Bid is accepted, we will obtain the guarantees of a schedule Bank for a sum not exceeding 10% of the contract sum for the due performance of the Contract.
 4. We agree to abide by this Bid for a period of 150 days from the date fixed for Bid opening and it shall remain binding upon us and may be accepted of any time before the expiration of that period.
 5. Until an agreement is signed and execute, this Bid together with your written acceptance there of in your notification of award shall constitute a binding contract between us.
 6. Bid submitted by us is properly sealed and prepared so as to prevent any subsequent replacement.
 7. We understand that you are not bound to accept the lowest or any Bid you may receive.
- Dated.....Day of2006

Signature of

In capacity of

Duly authorized to sign the Bid for and on Behalf of

Witness.....

Address.....

Signature.....

SECTION-VII-A
TECHNICAL BID FROM

Tender No.....
From
(Name and Address of the Bidder)

To

The DE OFC (M), ETR
Bharat Sanchar Nigam Ltd.
Telephone Bhawan,
Koraput

Sub:- Sealed tender for hiring of Light Commercial Vehicle,

Dear Sir,

With reference to your Tender No.BSNL/ETR/DE-OFC/KPT/ Dt.
(Tender Notice) inviting quotations for hiring of Light Commercial Vehicles & Cars, We have read terms and conditions in the Bid Document and accept the same and furnish the following documents.

1. The list of Vehicles owned or on lease which are registered as commercial vehicle & registration Numbers.
The proof of ownership or lease holding should be produces as and when called forAnnexure-I (Mandatory).
2. PAN No. (Proof to be attached)..... Annexure-II. (Mandatory)
3. Copy of Last Income Tax Return/Income tax Clearance certificate (Proof to be attached)Annexure-III.
4. Attested copy of Partnership Deed of proprietorship deed or Article/Memorandum of Association as the case may beAnnexure-IV (If partnership).
5. Latest Annual Audited Account in Form-C6.....Annexure-V(If above is there).
6. Service Tax Registration Number (TIN).....Annexure-VI.
7. A valid certificate issued by the competent authority of a PSU/Central/State Govt/bonafide Organization for satisfactory past service.....Annexure-VII.
8. A certificate on relatives not working in BSNL as per Clause 8 of Section IV of Bid Document.....Annexure-VIII (Mandatory)
9. Proof of payment of cost of bid document.Annexure-IX (Mandatory)

Yours Faithfully

Name _____

Address _____

Telephone.....

SECTION-VIII
BID SECURITY FORM

Whereas(hereafter called “the Bidder”) has submitted its bid dated..... For hiring contract of commercial vehicles Tender No.....
..... **KNOW ALL MEN** by these present that we Of.....
..... having our registered office at(hereafter called “the Bank”) are bound unto..... BSNL , in the sum of Rs. for which payment will and truly to be made the Bank binds itself,. Its successors and assigns by these present.

THE CONDITION OF THE OBLIGATION ARE:

1. If the bidder withdraws its bid during the period of bid validity specified by the bidder on the bid form: or
2. If the bidder, having been notified of the acceptance of its bid by the purchaser during the period of bid validity.
 - a. Fails or refuses to execute the contract, if required, or
 - b. Fails or refuses to furnish performance security, in accordance with the instructions to Bidders.

We undertake to pay to BSNL up to the above amount upon receipt of its first written demand, without having to substantiate its demand, provided that in its demand, BSNL will note that the amount claimed by it is due to it owing to the occurrence of one or two or both conditions specifying the occurred condition or conditions.

This guarantee will remain in force as specified in clause 10 of section 11 of the bid Document up to and including thirty (30) days after the period of bid validity and any demand in respect there of should reach the Bank not later than the specified date/dates.

Signature of witness
Name of witness
Address of witness

Signature of the Bank
Name
signed in Capacity of Branch
FULL Address of Branch
Tel.No. Of Branch
Fax No. of Branch

SECTION-IX
PERFORMANCE SECURITY BOND FORM

In consideration of Bharat Sanchar Nigam limited, NewDelhi (here in after called the BSNL, New Delhi) having agreed to exempt -----
----- (here in after called the said contractor(s) from the demand of security deposit /earnest money) of Rs ----- on production of bank guarantee for Rs ----- for the due fulfillment by the said contractors of the terms & conditions to be contained in an Agreement in connection with the contract for supply of -----we (name of the bank) ----- (here in after referred in as “the bank”) at the request of -----contractor’s do here by undertake to pay to the BSNL -----an amount of not exceeding -----against any loss or damage caused to or suffered or would be caused to or suffered by the BSNL ----- by the reason of any breach by the Said contractor’s of any of the terms & conditions contained in the said agreement.

We (name of the bank) ----- do here by undertake to Pay the amounts due and payable under this guarantee without any demur, merely on a demand from the BSNL -----stating that the amount claimed is due by way of Loss or damages caused to or would be caused to or suffered by the BSNL -----reason of Breach by the said contractor’s of any of the terms and conditions contained in the said agreement Or by reason of the contractor’s failure to perform the said agreement .Any such demand made on The bank shall be conclusive as regards the amount due and payable by the bank under this guarantee where the decision of the BSNL -----in these counts shall be final And binding on the bank. How ever, our liability under this guarantee shall be restricted to an amount not exceeding Rs-----

We undertake to pay to the BSNL----- any money so demanded not withstanding any disputes raised by the contractor(s) in any suit proceeding pending before any Court or tribunal relating there to our liability under the present being absolute and unequivocal. The Payment so made by us under this bond shall be valid discharge of our liability for payment there Under and the contractor(s) suppliers shall have no claim against us for making such payment.

We (name of the bank) ----- further agree that the guarantee herein contained shall remain in full force and elect immediately for a period of one year From date herein and further agrees to extend the same from time to time (one year after) so that it shall continue to be enforceable till all the dues of the BSNL,-----under by virtue of the said agreement have been fully paid and its claim satisfied or discharged or till BSNL -----certifies that the terms & conditions of the said agreement have been fully and properly carried out by the said contractor(s) and accordingly discharge the guarantee

We (name of the bank) further agree with the BSNL,-----that the BSNL-----shall have fullest liberty without our consent and without affecting in any manner our obligations here under to vary and of the terms & conditions of the said agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time to time any of the power exercisable by the BSNL -----against the said

Contractors and to forbear or to enforce any of the terms and conditions relating to the said extension being granted to the said contractors or for any forbearance and or any omission on the part of the BSNL -----or any indulgence by the BSNL to the said contractors or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision have affect of so relieving us

The guarantee will be discharged due to the change in the constitution of the bank or the contractor(s)/supplier(s)
The guarantee shall be irrevocable and the obligations of the Bank herein shall not be conditional to any prior notice by the BSNL.

Dated-----

For -----

(Indicating the name of bank)

N.B: This guarantee should be issued on non judicial stamped paper, in accordance with the stamp act

SECTION-X

LETTER OF AUTHORISATION FOR ATTENDING BID OPENING

(To reach on -----or before date of bid opening)

To

The DE, OFC (Mtce)
Bharat Sanchar Nigam Limited
Telephone Bhawan, Koraput, 764020

Subject: - Authorization for attending bid opening on ----- (date) in the tender of

Following persons are hereby authorized to attend the bid opening for the tender mentioned above on behalf of
----- (Bidder) in order of preference given below

Order of preference	Name	Specimen Signature
---------------------	------	--------------------

- I.
 - ii.
- Alternative Representative

Signature of Bidder
Or

Officer authorized to sign the bid
Documents on behalf of the bidder

Note 1. Maximum of two representatives will be permitted to attend bid opening .In cases
Where it is restricted to one, first preference will be allowed .Alternate representative
Will be permitted when regular representatives are not able to attend.

2. Permission for entry to the hall where bids are opened may refused in case
authorization as prescribed above is not received

SECTION-XI

FORMAT OF DUTY SLIP

(Print name of the company and address)

Sl.No-----

Date-----

(to be filled by contractor)

1. Regn.No of the vehicle: -----

2. Ac/Non AC -----Model & Year ----- Petrol/Diesel/CNG

3. Name and Designation and address of the
user-----

(to be filled by user)

4. Purpose of journey (detailed) -----

5. Places visited-----

6. Meter Reading at starting Point -----at closing point -----

7. Total KMs run -----

8. Times at Starting Point -----at closing point-----

9. Extra detention Hours (beyond duty Hours) -----

10. Charges for parking /Toll Tax etc -----

11. No of Night halts (for out station journey only) -----

Driver's Name and Signature

Signature of the User

SECTION-XII

Certificate on non-participation of near relatives in the tender called for hiring of a light commercial vehicle on long term use in OFC(m) Division, ETR Koraput vide tender No.-----as required under section-IV, clause(8) of the bid documents.

CERTIFICATE.

I Sri _____ s/o _____ resident of _____
_____ representing for _____

Hereby certify that non of my relative(s) as defined in Section-IV, item-7 of the tender document is/are employed in BSNL unit as per details given in tender documents. Incase at any stage, it is found that the information given by me is false/incorrect; the BSNL authority shall have the absolute right to take any action

Signed -----
For and on behalf of the contractor
Name (Caps) -----
Position-----
Date-----

